

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR PLANNING / CONSERVATION***

**PROJECT MANUAL**

**LANDSCAPE MAINTENANCE**

**CITY OF NEWTON CONSERVATION AREAS**

***INVITATION FOR BID #11-69***

**Pre-Bid Meeting Date: March 24, 2011 at 10:00 a.m.**

**Bid Opening Date: March 31, 2011 at 10:00 a.m.**

**MARCH 2011**

**Setti D. Warren, Mayor**

CITY OF NEWTON, MASSACHUSETTS

*PURCHASING DEPARTMENT*

*[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)*

*Fax (617) 796-1227*

**March 28, 2011**

**ADDENDUM #1**

**INVITATION FOR BID #11-69**

**LANDSCAPE MAINTENANCE CITY OF NEWTON CONSERVATION AREAS**

THIS ADDENDUM IS TO:

**This Addendum is to change the Bid Opening Date to Monday April 4, 2011 at 10:00 am.**

**Addendum #2 will follow.**

All other terms and conditions of this bid remain unchanged

**PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM**

Thank you.



Rositha Durham

*Chief Procurement Officer*

**CITY OF NEWTON**  
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**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**INVITATION FOR BID NO. 11-69**

The City of Newton invites sealed bids from Contractors for

**LANDSCAPE MAINTENANCE**  
**CITY OF NEWTON CONSERVATION AREAS**

**Pre-bid Conference will be held at: 10:00 a.m., March 24, 2011, Room #204, City Hall**  
**Bids will be received until: 10:00 a.m., March 31, 2011**

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available online at the City's website: [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids) or for pickup at the Purchasing Department after: **10:00 a.m. on March 17, 2011**. There will be no charge for contract documents.

Bid Surety is not required for this project.

The project manager will be present at the pre –bid conference to answer any questions about work near wetlands.

**Award** will be made to the bidder with the **lowest Grand Total** proposed contract price deemed a responsive and responsible bidder.

The term of the contract shall **extend from day of contract execution through March 31, 2012**. The City, at its sole discretion, shall have the option to extend the contract for two (2) additional one (1) year terms with no change to the contract price and terms and conditions. It is understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to reduce the scope of services or terminate the contract if full funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

**All bids shall be submitted as one ORIGINAL and one COPY.**

All bids are subject to the provisions of M.G.L. Chapter 30B.

All City of Newton bids are available on the City's web site [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids). It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Dept. (617) 796-1227 or email to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Rositha Durham  
*Chief Procurement Officer*

March 17, 2011

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
  2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will answer such requests if received Friday, **March 25, 2011** at 12:00 noon.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids).
- 2.6 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID NUMBER #11-69**.

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 By bidding on this project each Bidder certifies its intent to comply with the City of Newton Minority/Women Business Enterprise Plan dated December 1999 to further expand business opportunities for minority firms. A copy of this plan is incorporated in the Project Manual.
- 3.2 Bidders are advised that the City of Newton Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all construction contracts in excess of \$50,000.00. A copy of this program is incorporated in the Project Manual. A Contractor's Certification form must be signed by all successful low bidders prior as a condition of contract award. No contract shall be executed or valid unless the contractor has executed and submitted the Contractor's Certification. (see Attachment B to the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.)
- 3.3 The awarded bidder shall, prior to the award of any sub-contract, obtain from each of its sub-contractors the Sub-Contractors Certification certifying the Sub-Contractor shall comply with the minority manpower ratio and specific affirmative action steps described in the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program contained in the Project Manual. (see Attachment C to the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.)

## ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Any quantities indicated on the Bid Form or elsewhere in the Project Manual or Drawings are estimates only and are given solely as a basis for the comparison of bids. The City does not by implication or otherwise guarantee them to be even approximately correct. The Contractor shall have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the proposal.
- 4.4 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.5 All proposals which contain abnormally high prices, or abnormally low prices, for any class of work, or those which contain unbalanced bidding in any form or manner may be rejected as informal.
- 4.6 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.7 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- \* GENERAL BID FOR:
  - \* NAME OF PROJECT AND INVITATION NUMBER
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.8 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.9 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.

## ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

## ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn for sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

## ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest responsive and responsible Bidder within sixty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 As used herein, the term "lowest responsive and responsible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders whose bid conforms in all respects to the Invitation for Bids and who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.4 It is the purpose of the City not to award this contract to any bidder who does not furnish evidence satisfactory to the Chief Procurement Officer that he has the ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it within the specified time and that he will complete it in accordance with the terms thereof.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

#### ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

#### END OF SECTION

## LANDSCAPE MAINTENANCE

### CITY OF NEWTON CONSERVATION AREAS

#### BID FORM #11-69

A. The undersigned, having familiarized him/herself with all local conditions affecting the cost of work agrees to provide all labor, materials and equipment required to perform the services specified in the documents entitled Landscape Maintenance - City of Newton Conservation Areas, and to fully meet all terms, conditions and requirements specified therein and elsewhere in these bidding documents, for the price(s) specified below, subject to additions and deductions according to the terms of the specifications.

B. Contractor acknowledges addendum; \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

C. The proposed contract price is as follows:

- |  |                                  |
|--|----------------------------------|
| 1) Baldpate Meadow                               | \$ _____ /cleanup X 1 = \$ _____ |
| 2) Crystal Lake path -Monthly                    | \$ _____ /cleanup X 7 = \$ _____ |
| 3) Crystal Lake, spring/fall cleanup             | \$ _____ /cleanup X 2 = \$ _____ |
| 4) Charles River Pathway @ Williams St.,         | \$ _____ /month X 7 = \$ _____   |
| 5) Dolan Pond                                    | \$ _____ /month X 7 = \$ _____   |
| 6) Flowed Meadow                                 | \$ _____ /cleanup X 1 = \$ _____ |
| 7) Frank Barney                                  | \$ _____ /cleanup X 2 = \$ _____ |
| 8) Goddard-Christina                             | \$ _____ /month X 7 = \$ _____   |
| 9) a. Houghton Garden – Semi Annual              | \$ _____ /cleanup X 2 = \$ _____ |
| b. Houghton Garden – Monthly                     | \$ _____ /cleanup X 7 = \$ _____ |
| 10) Hunnewell Woods –spring/fall cleanup         | \$ _____ /cleanup X 2 = \$ _____ |
| 11) Kennard                                      | \$ _____ /month X 7 = \$ _____   |
| 12) Kerry Court                                  | \$ _____ /cleanup X 1 = \$ _____ |
| 13) Martin                                       | \$ _____ /cleanup X 2 = \$ _____ |
| 14) Norumbega Park (Overview & Fields)           | \$ _____ /month X 7 = \$ _____   |
| 15) Norumbega Fields & View (See Schedule 2-1/2) | \$ _____ /mowing X 2 = \$ _____  |
| 16) Oakdale Woods                                | \$ _____ /cleanup X 1 = \$ _____ |
| 17) Saw Mill Brook                               | \$ _____ /cleanup X 2 = \$ _____ |
| 18) Varick Hill                                  | \$ _____ /cleanup X 1 = \$ _____ |



- 19) Webster – East \$ \_\_\_\_\_ /month X 7 = \$ \_\_\_\_\_
- 20) Webster East – **DEER PARK** \$ \_\_\_\_\_ /cleanup X 2 = \$ \_\_\_\_\_
- 21) Wilson, spring/fall cleanup \$ \_\_\_\_\_ /cleanup X 1 = \$ \_\_\_\_\_
- 22) Miscellaneous Tree Work – **Non-Emergency** \$ \_\_\_\_\_ /hr X 30 (est.) = \$ \_\_\_\_\_  
(per hour/per person)
- 25B) Miscellaneous Tree Work – **Emergency** \$ \_\_\_\_\_ /hr X 30 (est.) = \$ \_\_\_\_\_  
(per hour/per person)

**Total Annual Price:** \$ \_\_\_\_\_

**First Year Only (Add) 5B. Flowed Meadow -In First Year only (2011 – 2012), gently rough up top 2” – 4” of the stabilized stone dust pathways, sprinkle with water and roll flat. Put up signs asking people to stay off them until the pathways have dried and hardened again.**

\$ \_\_\_\_\_ /each time X 1 = \$ \_\_\_\_\_

**Second Year Only (Add)**

**4B. Dolan Pond – 2013 Pathway Work**

**Third Year Only (Add)**

**7C. Houghton Garden – 2014 Pathway Work** \$ \_\_\_\_\_ /each time X 1 = \$ \_\_\_\_\_

**Grand Total** \$ \_\_\_\_\_

D. The undersigned has completed and submits herewith the following documents:

- ☐ Signed Bid Form, 3 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Bidder's Qualifications and References Form, 2 pages

E. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

THIS SECTION LEFT BLANK INTENTIONALLY

The undersigned further certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_  
(Telephone & FAX)

\_\_\_\_\_  
(E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

## CITY OF NEWTON

### BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_\_ YES \_\_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
- \* 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_\_ YES \_\_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

\_\_\_\_\_  
(Signature of individual)

\_\_\_\_\_  
Name of Business

## CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

**None of the following forms are required at the time of bid submittal.**

## CITY - CONTRACTOR AGREEMENT

### CONTRACT NO. C -

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Eleven by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

#### LANDSCAPE MAINTENANCE CITY OF NEWTON CONSERVATION AREAS

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid # 11-69 issued by the Purchasing Department;
- c. The Project Manual for Landscape Maintenance - City of Newton Conservation Areas, including the General Conditions, Contract Requirements, Specifications for Routine Maintenance Work, and all Maps and Drawings incorporated therein;
- d. Addenda Number(s) N/A;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Shipping Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM.** The term of this contract shall extend from the date of contract execution through **March 31, 2012**. The City of Newton may at its sole discretion extend this contract, at no change in contract price, for up to two (2) additional one year terms. It is understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to reduce the scope of services or terminate the contract if full funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.
- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. Notice to Proceed shall be in the form a duly authorized City of Newton Shipping Order bearing certification by the Comptroller that an appropriation is available for the work authorized. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XIV. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.



IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

\_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

City funds in the amount of \$25,000.00  
are available in account number  
13D114A 52409

I further certify that the Mayor, or his  
designee, is authorized to execute contracts  
and approve change orders

By \_\_\_\_\_  
*Comptroller of Accounts*

Date \_\_\_\_\_

**CITY OF NEWTON**

By \_\_\_\_\_  
*Chief Procurement Officer*

Date \_\_\_\_\_

By \_\_\_\_\_  
*Director of Planning and Development*

Date \_\_\_\_\_

Approved as to Legal Form and  
Character

By \_\_\_\_\_  
*Associate City Solicitor*

Date \_\_\_\_\_

**CONTRACT AND BONDS APPROVED**

By \_\_\_\_\_  
*Mayor or his designee*

Date \_\_\_\_\_

## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE  
SEAL HERE*  
(Signature of **Clerk or Secretary**)\*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

## ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

\* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

## **GENERAL CONDITIONS OF THE CONTRACT FOR NON-TECHNICAL SERVICES**

The City of Newton, herein referred to as the City, does hereby establish the following General Conditions, applicable to this Invitation for Bids and any subsequent purchase order, work order, shipping order or contract resulting therefrom.

### **1.0 SCOPE OF SERVICES**

- 1.1 The Contractor agrees to furnish all labor, materials, equipment and insurance necessary to perform and fully complete, in every respect, within the time frame herein specified, all work (hereinafter referred as the Services) described in the Project Manual.
- 1.2 The Contractor shall not make any changes in the scope of Services without the prior written consent of the City. The Contractor shall make reasonable revisions or corrections, within the scope of Services, to any work performed until submitted in a form acceptable to the City.
- 1.3 The City reserves the right to alter, add to or reduce the Services by delivering to the Contractor written notice specifying the nature and extent of such alteration, addition or reduction. Such notice shall be effective upon the later of actual receipt by the Contractor or upon the date given in such notice. No addition to the Services shall be made unless the City and the Contractor have agreed to such increase in writing. In no event shall any increase in services cause the total of payments under this contract to increase by an amount exceeding twenty five percent (25%) of the contract total.

### **2.0 CONTRACT TERM**

- 2.1 The obligations of the Contractor identified herein shall commence upon execution of the City-Contractor Contract and shall continue in full force and effect for the duration of the contract term as identified in the Project Manual. The contractor shall commence the performance of services under this contract promptly upon receipt of the City's Notice to Proceed in accordance with the provisions identified in the Project Manual.
- 2.2 In the event the term of this contract exceeds a period of one year and notwithstanding any provision to the contrary herein, the City shall cancel this contract in the event that funds are not appropriated or otherwise made available to support continuation of performance by the Contractor in any fiscal year succeeding the first year.

### **3.0 EXECUTION**

- 3.1 All work required hereunder shall be performed as promptly as possible, and in any event within the time herein set forth, and such work shall be subject to approval and acceptance by the City, but such approval and acceptance shall not relieve the Contractor from the obligation to correct any incomplete, inaccurate or defective work, all of which shall be promptly remedied by the Contractor on demand, without cost to the City. The Contractor shall obtain all the required licenses and permits for the work herein described.
- 3.2 The Contractor shall conform to all determinations and directions of the City concerning the Contractor's delivery of services in the event of inclement weather, equipment failure, picket lines on City property, or labor strikes by the contractor's employees.

### **4.0 COMPENSATION**

- 4.1 The City shall pay the Contractor for services rendered under this contract in accordance with the amount(s) set forth in the Contractor's General Bid Form and pursuant to the provisions contained in the Project Manual.
- 4.2 Notwithstanding anything to the contrary contained in the Contract, the City may withhold any payment to the Contractor hereunder if and for so long as the Contractor fails to perform any of its obligations hereunder or otherwise is in default under this Contract including, without limitation, any failure to perform Services in full accordance with the amount sufficient in the reasonable opinion of the City to cure any such default or failure of performance by the Contractor.
- 4.3 In no event shall the City be required to pay any amounts for work deemed by it to be unacceptable, or which are otherwise disputed. In the event the City disputes any such amounts invoiced, it shall pay all amounts not in dispute and notify the Contractor in writing of the amounts disputed and the reasons therefor.

- 4.4 No payment made shall constitute or be construed as final acceptance or approval of that part of the Services to which payment relates, or relieve the Contractor of any of its obligations outlined in this Contract. Further, the City shall not be deemed, by virtue of making payments to the Contractor hereunder, to have released the Contractor from any claim or liability, or to have waived any action arising out of the breach of this Contract by the Contractor.

#### 5.0 REPORTS AND DRAWINGS

When the Contractor has been paid for the Services performed by him or her, all reports, drawings, and other material furnished to the City shall become the City's property and may be used by the City (or such parties as the City may designate) thereafter in such manner and for such purposes as the City (or such parties as the City may designate) may deem advisable, without further employment of or additional compensation to the Contractor. The Contractor shall not release or disclose any report, drawing, or other material furnished to the Contractor by the City in connection with the performance of the Contractor's Services

#### 6.0 CONTRACTOR'S ACCOUNTING RECORDS

The Contractor shall keep records pertaining to Services performed (including complete and detailed time records) on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the City may provide. All records shall be available to the City or its authorized representatives for review and audit during normal business hours.

#### 7.0 ASSIGNMENT/SUBCONTRACTING

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

#### 8.0 REMEDY FOR DEFAULT

If the Contractor, in the sole judgment of the City, shall violate or fail properly to comply with or perform in any material respect any condition, provision, or warranty hereof, the City shall have the right by prior written notice to the Contractor to have the services called for hereby otherwise performed, and/or to terminate this contract without prejudice to any other rights or remedies of the City under this contract. The Contractor shall pay any excess in the City's cost to so procure the services and any related goods, supplies, materials or equipment. In addition, and without limiting any other remedies available to the City, the Contractor shall be liable for all losses, costs and expenses incurred by the City which result from the Contractor's noncompliance.

#### 9.0 SUSPENSION OR TERMINATION

- 9.1 The City shall have the right, upon seven (7) days written notice to the Contractor so stating, to terminate, suspend, or postpone this contract in whole or in part for any reason deemed by the City to be in the public interest. Any such termination, suspension, or postponement shall not give rise to any cause of action for damages against the City. In the event that the City postpones or suspends the Services, the Contractor's time for performance of the Services shall be extended for a period equal to the period of such postponement or suspension. In the event of termination, suspension or postponement, the City shall pay: (a) for services and any related goods, supplies, materials and equipment furnished up to the time of termination, suspension, or postponement at the contract price upon delivery; (b) for work in process in the amount of the Contractor's cost, determined in accordance with ordinary accepted accounting practices, up to the time of termination, suspension, or postponement; and (c) for raw materials purchased by the Contractor as of the date of termination, suspension, or postponement and which are noncancelable at the Contractor's actual cost plus reasonable handling charges, but only to the extent that such raw materials were purchased in reliance upon this contract and are useful solely with respect to this contract.
- 9.2 Upon receipt of a notice of termination, suspension, or postponement the Contractor shall immediately cease all work hereunder and cancel all orders placed with respect to this contract. The Contractor's failure to so cancel shall relieve the City of the obligations of paragraph 10.1 above.
- 9.3 The City may postpone, suspend or terminate the Services immediately, by notice, hand delivery or certified mail, if the Contractor violates any of the provisions of this Contract, or fails to perform or observe any of the terms, covenants or conditions of this Contract, or abandons in whole or in part its Services, or becomes unable to perform its Services.

- 9.4 In the event of termination of this Contract, the Contractor shall promptly deliver to the City all documents, work papers, calculations, computer programs, data, drawings, plans, and other tangible work product, or materials pertaining to the Services performed under this Contract to the time of termination.
- 10.0 NOTICE
- Any action, notice or request required to be taken, given or made by City or the Contractor hereunder may be taken, given or made only by those persons identified for that purpose on the Contract Form. All notices required to be given hereunder shall be deemed properly given if personally delivered, or if mailed by registered or certified mail, postage prepaid addressed to the address and officer identified on the Contract Form.
- 11.0 PROTECTION OF PROPERTY
- The Contractor shall take all reasonable precautions to prevent damage to property, visible and concealed, and shall restore to substantially the same condition existing prior to the Contractor's entry any disturbance or damage to property caused by the Contractor or any person acting under its control.
- 12.0 INSURANCE REQUIREMENTS
- 12.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.
- WORKER'S COMPENSATION
- |                        |   |
|------------------------|---|
| Worker's Compensation: | Per M.G.L. c.. 149, s. 34 and c.. 152 as amended. |
|------------------------|---|
- COMMERCIAL GENERAL LIABILITY
- |                 |  |
|-----------------|--|
| Personal Injury | \$500,000 each occurrence<br>\$1,000,000 aggregate |
| Property Damage | \$500,000 each occurrence<br>\$1,000,000 aggregate |
- VEHICLE LIABILITY
- |                 |  |
|-----------------|--|
| Personal Injury | \$500,000 each person<br>\$1,000,000 aggregate |
| Property Damage | \$300,000                                      |
- 12.2 The City shall be named as additional insureds on the Contractor's Liability Policies.
- 12.3 The Contractor shall not commence the work until proof of compliance with this Section 12.0 has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.
- 12.4 The Contractor shall file the original and one certified copy of all policies with the City within fifteen (15) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.
- 12.5 Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.
- 13.0 CONFLICT OF INTEREST
- No member, agent or employee of the City shall , during his/her tenure or one year thereafter directly or indirectly, have any interest in any property to be included in, or any contract for property, materials or services to be furnished or used in connection with, this contract or the proceeds thereof.

#### 14.0 COMPLIANCE WITH LAWS

All work to be performed and wages paid under this specification shall be in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the City of Newton, or any public board or office having any jurisdiction, regulation or control over any work to be done hereunder, including minimum wage rates. In particular, without limitation, the Contractor agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations. The Contractor agrees to assist in making any submissions to federal or state agencies as may be required in order to meet the requirements in this paragraph.

#### 15.0 INDEMNIFICATION

The Contractor agrees to indemnify and save the City harmless from and against any and all costs, losses, expenses, liabilities, damages or claims for damages, including reasonable attorney's fees and expenses, on account of any injury or damage to buildings, improvements, or property of the City or on account of any injury (including death) or damage to any person, persons, firm, corporation or association, or on account of any infringement or claim of infringement of patents, arising out of or resulting from the deliveries provided for or performed under this contract or from any act, omission or negligence of the contractor, his agents, employees, or assigns. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the contractor under contract.

#### 16.0 FORCE MAJEURE

The City may not hold the Contractor liable for any loss, expense or damage incurred by the City on account of failure of the Contractor to deliver services as specified herein, if that failure is caused by state of war, acts of enemies, expropriation or confiscation of facilities used by the Contractor, or compliance with any law, order, or regulation of any federal, state or municipal governmental authority, if the Contractor shall show that such compliance would impair this ability to perform a material provision of this contract, the Contractor having given the City reasonable notice of such cause.

#### 17.0 DISPUTES

All claims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract or the breach of it, shall be submitted for resolution to a court of competent jurisdiction in Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Contract or the earlier termination of this Contract as provided herein, the parties agreeing to negotiate any claims, disputes or other matters in question during the term of this Contract before resorting to litigation. As to all acts or failures to act by either party to this Contract, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events when the other party becomes aware or should have been aware of such acts or failure to act.

#### 18.0 GOVERNING LAW

This contract shall be governed by and construed in accordance with Massachusetts Law.

#### 19.0 LIABILITY

The Contractor is retained solely for the purpose of and to the extent set forth in this Contract. The Contractor's relationship to the City for the purpose of services to be performed under this Contract shall be that of an independent contractor. The Contractor shall have no capacity or authority to involve the City in any contract or to incur any liability on behalf of the City. In no event shall the City be held liable as an employer or otherwise for any personal injury to or death of the Contractor's principals, employees, agents and/or representatives occasioned by or resulting from the Contractor's performance under this Contract.

#### 20.0 LIENS

The Contractor shall cause to be removed from the property of the City any liens or other claims asserted by any person or entity claiming through or under the Contractor and arising out of Services performed under this Contract by such third party.

## 21.0 SEVERABILITY

In the event that any portion of this Contract is held illegal or unenforceable by a court of competent jurisdiction, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contract and Contractor and the City agree to substitute for the invalid provision a valid provision which most closely approximates the economics and intent of the invalid provision.

**END OF SECTION**



## **CITY OF NEWTON**

### **MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN**

**DECEMBER 1, 1999**

#### **STATEMENT OF POLICY:**

Whereas it is the policy of the government of the United States of America, the Commonwealth of Massachusetts and the City of Newton that no person shall be discriminated against in any manner whatsoever on the grounds of race, religion, color, sex, handicap or national origin; and

Whereas, it is the policy of the government of the United States of America that no person shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded entirely or in part by the City, the State or Federal government; and

Whereas, it is the policy of the government of the United States of America to encourage that Minority/Women Business Enterprises shall have the maximum practicable opportunity to participate in Federal and State assisted projects; and all City funded contracts; and

Whereas, it is the policy of the City of Newton to encourage that minority/women business enterprises shall have the maximum practicable opportunity to participate in all City funded contracts; and

Whereas, the City of Newton, as a recipient of Federal and State funds subscribes to the above policies and will fully comply With Federal, State and local laws and directives governing non-discrimination, equal opportunity and affirmative action in all municipal activities; and

Whereas, to further enunciate the equal opportunity policy of the City of Newton's Minority/Women Business Program, the following responsibilities are specified

This MINORITY/ WOMEN Business Enterprise Plan sets forth the administrative standards for the further implementation of the City of Newton's policy of the utilization of minority contractors and subcontractors.

The City of Newton strongly affirms that it will not discriminate in any contractual procedures against any persons because of race, color, religion, age, disability, sex or national origin. This policy shall be administered with a positive supportive attitude.

It is the responsibility of the City of Newton to take affirmative steps to implement this policy to insure equality of opportunity in conducting the Program including notifying those persons and businesses doing business with the City, that contracts for goods, services and construction, shall be made Without reference or regard to race, color, sex, age, handicap, religion or national origin.

Setti D. Warren Mayor

## CITY OF NEWTON

### MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN

DECEMBER 1, 1999

#### I. DEFINITIONS:

**A. Minority Person**- the term includes a person who is of Black Hispanic, Asian, American Indian or Cape Verdean origin.

**B. Minority Business Enterprise (MBE)** -- the term shall mean a business a) that is certified by SOMWBA; or b) 1 provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a minority person,
- a partnership or joint venture controlled by minority persons in which at least 51 % of the ownership interest is held by minority persons or,
- a corporation or other entity controlled by minority persons and in which at least 51 % of the stock is owned by one or more minority persons.

**C. Contract Compliance Officer** - the Chief Procurement Officer or his/her designee responsible for the implementation of Newton's Minority/Women Enterprise Plan ("MWBE Plan") and activities.

**D. MCAD** - Massachusetts Commission Against Discrimination.

**E. SOMWBA** -- State Office of Minority/Women Business Assistance,

**F. City** - The City of Newton.

**G. Women Business Enterprise (WBE)** - the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a woman.
- a partnership or joint venture controlled by women in which at least 51% of the ownership interest is held by women, or
- a corporation or other entity controlled by women and in which at least 51% of the stock is owned by one or more women.

**H. MWBE** – Minority or Women Business Enterprise

#### II. GOALS:

Newton's Minority/Women Enterprise Plan ("MWBE Plan") shall be guided by the goals presented below to promote minority/women opportunities within the City.

These goals comprise the framework for those activities to be implemented as part of the MWBE Plan:

To take affirmative action in expanding opportunities for minority and women owned firms in obtaining contracts within the City of Newton.

To assure that all contractors, regardless of race color, religion, creed, national origin, sex, age, ancestry or handicap, shall have equal opportunity to City contracting activities.

To award, of the total City contract dollars expended, 10 percent to MBE and 5 percent to WBE for construction; for goods and services, 5 percent WBE and 5 percent MBE.

### **III. SOLICITATION ACTIVITIES:**

To notify MWBEs of upcoming contracts for construction, professional services and supplies, funded in whole or in part with Federal, State, and City funds, the following activities will be undertaken. In addition on a regular basis, the City of Newton will distribute to its listing of MWBEs and SOMWBA, a summary of upcoming contract opportunities which are subject to the City's MWBE Plan.

#### **A. Construction Contracts**

All construction contracts with an estimated value over \$50,000 will be formally advertised within local, regional, minority and special interest publications at least 14 days prior to the bid opening date.

For all such construction contracts a "Notice of Solicitation" of a project going out to bid will be distributed to appropriate SOMWBA or City certified firms at least 14 days prior to the bid opening date.

#### **B. Contracts for Professional Services**

The City of Newton will send notification of its advertised Request for Proposals to appropriate SOMWBA or City certified firms. Responding MWBE firms will be considered for contract award within the bounds of generally accepted management practice or with the applicable procurement law relating to securing the lowest cost and best services available.

#### **C. Procurement of Supplies**

The City of Newton will (where feasible) utilize MWBEs for the procurement of supplies in accordance with City purchasing procedures. These efforts will be documented and reported to MCAD, and the Mayor's office on a quarterly basis.

### **IV. CONSTRUCTION ACTIVITIES:**

#### **A. Goals**

The City of Newton bid documents and contracts with an estimated value over \$50,000 will contain the City's goal of 10% for MBE and 5% for WBE utilization for subcontracts,

#### **B. Pre-Bid Conference**

To affirmatively further the opportunities available to prospective bidders, the City will hold a pre-bid conference 5-7 days prior to the bid opening date for all City construction contracts and subcontracts with an estimated value over \$50,000.

The pre-bid conference will provide an opportunity for contractors to: review and clarify the technical requirements of the projects, review the City's MWBE Plan; and review Equal Opportunity requirements. The City will advertise this conference and extend invitations to interested contractors as part of the notice of solicitation.

#### **C. Bid Submission**

All bids for City of Newton contracts with an estimated value over \$50,000 shall include a certification of intent to be completed by the bidder stating his/her intent to comply with the City's MWBE Plan. Failure to include this certification shall be an informality which may be waived if such certification is received prior to the award of the contract.

**D. Contract Execution**

Upon notification of award of the contract, the bidder shall provide a written plan detailing how it will comply with the MWBE Plan

**E. Monitoring**

Throughout the duration of the contract, the City of Newton through its Contract Compliance Officer, will monitor the progress and activities of all contractors and subcontractors as they attempt to comply with the MWBE Plan.

**F. Enforcement**

In the case of clear neglect to make a good faith effort to comply with this MWBE Plan, the City of Newton reserves the right to designate contractor, after a hearing, as ineligible for future City bid awards.

**V. CONTRACT COMPLIANCE OFFICER/DUTIES AND RESPONSIBILITIES:**

The Contract Compliance Officer, as liaison between minority firms and the City of Newton will have the overall responsibility for the implementation of Newton's MWBE Plan. This responsibility includes the development, management, dissemination of information; the provision of technical assistance to minority firms including clarification of procedures to be implemented; maintenance of relevant documentation; completion of reporting requirements; and performance of monitoring and evaluation activities; and maintenance and updating of listings of minority/women business.

The Contract Compliance Officer has oversight of all City procurements for construction, professional services and supplies and shall coordinate the implementation of the MWBE Plan with other City departments.

**THE CITY OF NEWTON, MASSACHUSETTS  
SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY  
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM**

- I. The requirements hereinafter set forth apply to construction contracts which involve an expenditure by the City of \$50,000 or more.
- II. For purposes of this contract "minority" refers to Asian Americans, Black, Hispanics American Indians and Cape Verdeans. The City refers to the- City of Newton
- III. During the performance of this contract the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor), for himself, his assignees, and successors, in interest, agree as follows:
  1. In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and the selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (MGL Chapter 151B) . (See Attachment A)
  2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination -.in the past. Such affirmative action shall. entail positive and aggressive measures to ensure equal employment: opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, 'Layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall. include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A 'purpose of- this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects
- IV.
  1. As part of this obligation of remedial action under the foregoing section, the contractor shall maintain on this project a not less than 5 percent ratio of minority employee man hours to total man hours in each job category, including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.
  2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals, from the Contractor's affirmative action program approved by the City, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one Time, designated by the Liaison Committee or the City.
- V.
  1. At the discretion of the City, there may be established for the life of this contract a body to be known as the Liaison Committee, The Liaison Committee shall be composed of the Compliance Officer and one representative each from the Departments administering this project, hereinafter called the administering Departments, and such other representatives as may be designated by the City.
  2. The Contractor (or, his/her agent, if any, designated by him/her as the onsite equal employment opportunity officer) shall recognize the Liaison Committee as the affirmative action body, and shall establish a continuing working relationship with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.
  3. The Contractor shall prepare manning tables on a quarterly basis.\* These shall be broken down into projections, by week, for workers required in each trade. Copies shall be furnished one week in advance of the initiation of work and quarterly thereafter to the City and to the Liaison Committee.
  4. Records of employment referral orders, prepared by the Contractor, shall be made available to the City and to the Liaison Committee on request.
  5. The contractor shall prepare weekly reports in a form approved by the City of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these reports shall be provided at the end of each week to the City and to the Liaison Committee.

\* If job is less than three months, prepare for length of job.

- VI. If the Contractor shall use any sub contractor on any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of: Minority *Business Assistance* or As designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.
- VII. In the employment of journeyman, apprentices, trainees, and advanced trainees, the Contractor shall give preference to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged therefrom or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States
- VIII. A designee of the City and a designee of the Liaison Committee shall each have the right of access to the Construction site,
- IX. **Compliance with Requirements**  
The Contractor shall comply with the provisions of Chapter 151B of the Massachusetts General Laws, which are herein incorporated by reference and made as amended by Executive Order 227, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this contract.
- X. **Non-Discrimination**  
The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment.
- XI. **Solicitations for sub-Contracts and for the Procurement of Materials and Equipment**  
In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under his contract relative to non-discrimination and affirmative action.
- XII. **Bidders Certification Requirement**  
  
1. The following certification statement will be inserted in the bid document just above the bidder's signature.  
  
"The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the City of Newton, Massachusetts Supplemental Equal Employment-- Opportunity Anti-Discrimination and Affirmative Action Program. The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting or, administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the City of Newton Massachusetts Supplemental Equal Employment Opportunity Anti -Discrimination and Affirmative Action Program.
- XIII. **Contractor's Certification**  
A Contractor's certification form must be signed by all successful low bidders prior to award by the City. A Contractor shall not be eligible for award of a contract unless the contractor has executed and submitted the Contractor's Certification, which shall be deemed a part of the resulting contract. (See Attachment B)
- XIV. **Subcontractor's Certification**  
Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit: to the Prime Contractor a subcontractor's certification setting forth the subcontractor's compliance with this program, which shall be deemed a part of the resulting subcontract. (See Attachment C)

**XV. Compliance - Information, Reports and Sanctions**

1. The Contractor will provide all information and reports Required by the administering department or, the City on instruction issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the City to affect the employment of personnel. This provision shall apply only to information pertinent to the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering department or the City as appropriate and shall set forth what efforts he/she has made to obtain the information.
2. Whenever the administering department, the City, or the Liaison Committee believes the General Contractor or any Subcontractor may not-, be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct: an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the General Contractor or any Subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgement of the City or its agent bring such Contractor into compliance. In the event that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend to the administering department the imposition of one or more of the sanctions listed below. If, however, the City believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance. within fourteen days at the receipt of the recommendations of the City, the administering department shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:
  - (a) The recovery by the administering department from the General Contractor of 1/100 of 11 of the contract award price or \$1000 whichever sum is greater, in the nature of liquidated damages or if a Subcontractor is in non-compliance, the recovery by the administering department from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the sub-contract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply
  - (b) The suspension of any payment of part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;
  - (c) The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his/her compliance with the terms of the City's affirmative action construction contract requirements; OR,
  - (d) The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering department for a period of up to three years.
3. If at any time after the imposition of one or more of the above sanctions (unless the contract. has been terminated), a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the City to suspend the sanctions conditionally pending a final determination by the City as to whether the Contractor is in compliance. Upon final determination of the City, the administrating department, based upon the recommendation of the City, shall either lift the sanctions or continue them.
4. Sanctions enumerated under Section XV shall not: be imposed by the City except after the General Contractor or Subcontractor have had an opportunity for full and fair hearing with City. The non-compliance investigation shall be initiated without prior notice to the contractor. Any sanctions to be imposed shall be, set forth fully and completely in writing, and may then be appealed to the City in writing by the Contractor.

**.XIV. Severability**

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court. shall not, affect or impair any of the remaining provisions.



# FAIR EMPLOYMENT LAW

The Fair Employment Law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability

## IT IS UNLAWFUL:

- to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to discharge or refuse to hire any individual on file basis of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.
- to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.
- to require an employee to remain at work during any day or part thereof that s/he observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.
- to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.
- to discriminate against a job applicant for failure to furnish information, written or oral, concerning:- A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction for any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) conviction for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.

## RETALIATION

It is illegal to retaliate against any person because s/he has opposed any practices forbidden under this Chapter or because s/he has filed a complaint, testified, or assisted in any proceeding before the Commission. It is also illegal to aid, abet, incite, compel or coerce the doings of any of the acts forbidden under this Chapter or to attempt to do so.

## SEXUAL HARASSMENT

**151B:1,18 The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment, or as a basis for employment decisions: (h) such advances,, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.**

## COMPLAINTS

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:  
One Ashburton Place  
Room 601  
Boston, MA 02108  
(617) 727-3990

Springfield office:  
436 Dwight Street  
Suite 315  
Springfield, MA 01103  
(413) 739-2145

THE MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION



**Attachment B**

**CITY OF NEWTON**

**Contractors Certification**

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

**CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_. Certifies that:  
Contractor's Name

it tends to use the following listed construction trades in the work under the contract

\_\_\_\_\_ and

2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

\_\_\_\_\_  
(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

## Attachment C

### CITY OF NEWTON

#### Subcontractors Certification

Prior to the award of any subcontract , regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontractor.

#### SUBCONTRACTOR`S CERTIFICATION

\_\_\_\_\_  
Contractor's Name Certifies that:

it tends to use the following listed construction trades in the work under the contract

\_\_\_\_\_ and

will comply with the minority manpower ration and specific affirmative action steps contained herein; and

will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

\_\_\_\_\_  
(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractor`s certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorizee representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier, Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

**LANDSCAPE MAINTENANCE**  
**CITY OF NEWTON CONSERVATION AREAS**  
**CONTRACT REQUIREMENTS**

**I. GENERAL INFORMATION**

A. General

1. All bids must be submitted on the Bid Forms provided for that purpose herein. **Bidders must bid on all sites covered by these specifications. Partial bids will not be considered.**
2. All bids shall be based on the quantities and frequencies set forth in these specifications. While the quantities and frequencies are based on the City's best estimates of the work required to be performed during the term of this contract, the City reserves the right to increase or diminish the amount of any area or portion of the actual work, with corresponding increase or decrease in contract price.
3. Bidders should visit sites prior to submitting a bid.
4. Mid April clean up for 2011 will take place upon execution of the contract.
5. The contract will be awarded to the responsive and responsible bidder submitting the lowest bid

B. Qualifications of Bidders

1. Due to the nature of the work and the variety of conditions that exist, bidders are advised to submit bids only if they have visited the relevant sites to estimate the costs of the required work. The Bidder shall be responsible for carrying out all work required to properly execute the Contract, regardless of any unanticipated conditions which may arise during the performance of contractual work. No claim for extra compensation or extension of time will be allowed on account of actual conditions inconsistent with those assumed.
2. Bidding on this contract shall be limited to individuals, companies, partnerships and corporations actively engaged in the business of landscape services. The bidder shall have successfully completed at least two (2) contracts within the past five years that are similar in scope and performance to the specifications that are called for in this contract. All bidders are required to submit the Bidder's Qualifications and References Form included herein.

**II. CONTRACT TERMS AND CONDITIONS**

A. Introduction

1. The City of Newton through its Conservation Commission intends to award a landscape maintenance contract for specific areas of public property within the City of Newton.
2. The City of Newton reserves the right to contract for or perform landscape work with its own work force and/or other contractors as necessary in the event of emergency conditions or should the vendor be unable to perform such work.
3. The term of this contract shall extend from the date of **contract execution to March 31, 2012**. The City of Newton may at its sole discretion extend this contract, at no change in contract price, for up to two (2) additional one year terms. It is understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to reduce the scope of services or terminate the contract if full funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

B. Scope of Work

1. Work under this contract shall consist of landscape tasks as described in these specifications at the following City of Newton Conservation Areas:
  - Baldpate Meadow
  - Crystal Lake path
  - Charles River Pathway @ Williams St.
  - Dolan Pond
  - Flowed Meadow
  - Frank Barney
  - Goddard- Christina
  - Houghton Garden
  - Hunnewell Woods
  - Kennard
  - Kerry Court
  - Martin
  - Norumbega Park
  - Norumbega Fields & View
  - Oakdale Woods
  - Saw Mill Brook
  - Varick Hill
  - Webster – East
  - Webster East – Deer Park
  - Wilson
2. In addition, the scope of this contract will include miscellaneous tree work on an on call, as needed basis. This work will include Non-emergency and Emergency service calls.
3. The work to be performed under this contract may also include additional services which the City may from time to time call upon the Contractor to perform. Said services shall be ancillary to and similar in scope to the services defined herein. In the event the City determines additional services to be required, the Contract Supervisor and the Contractor will agree upon the scope and total hours and material cost required to complete the work. Compensation for additional services will be based on the hourly rate submitted on the bid form and the total hours of work performed. The Contractor will be reimbursed for materials used at cost plus fifteen per cent (15%). In no event shall the Contractor be compensated pursuant to this paragraph for any services required by these specifications that are rescheduled due to inclement weather, equipment problems or for any reason. In no event shall the total compensation to the Contractor for additional services exceed ten percent (10%) of the total contract amount.
4. Reporting Requirement: The scope of this contract shall also include regular written reports to be submitted by the Contractor. With each invoice for service, the Contractor shall submit to the Contract Supervisor a written report of conditions observed by the Contractor at the sites for which the Contractor is billing. It is especially important that the Contractor report on any unusual or adverse conditions at the site. Examples of such conditions would include disease or infestation affecting plant life, any hazardous conditions affecting paths or walkways, or any evidence of unauthorized or illegal use of the site.

C. Contract Supervision and Administration

1. For the purposes of this contract, the City of Newton is acting through its Conservation Commission and/or its duly appointed representative.
2. The Commission intends to designate a "**Contract Supervisor**" who shall be the Environmental Planner for the City of Newton Department of Planning and Development.
3. The Contractor shall be required to communicate on a regular basis with the Contract Supervisor in regard to the performance of all work under this contract.

D. Hours and Conditions of Work

1. The Contractor shall be allowed to perform work on the designated sites between the hours of 7:00A.M. and 6:00P.M., Monday through Friday. No work shall be performed outside of the designated hours without the prior approval of the Contract Supervisor.
2. The Contractor shall perform the services in complete accordance with the Specifications, the Drawings and all other provisions of this agreement. The Contractor acknowledges and agrees that the sites designated herein are operated by the City in a manner of the highest quality and that the Contractor shall perform its services in accordance with the highest quality and in accordance with the highest professional standards of skill, care, diligence and timeliness, and subject to the direction of the City and the Contract Supervisor. All services to be performed by the Contractor shall be performed by qualified personnel and the Contractor shall remove from the project any personnel whose employment thereon shall be objected to by the City.
3. All tree work performed under this contract must be supervised by a Certified Arborist. Prior to award of any contract pursuant to this bid, the selected contractor will be required to furnish to the City the name and certificate for the arborist who will perform this supervision.
4. The Contractor shall perform its services in coordination with the operations of the City at the sites and with any party engaged by the City in connection with the sites. The Contractor agrees to coordinate its services with such other work and cooperate with such separate parties, all as directed by the City or the Contract Supervisor.
5. The Contractor shall be responsible to repair, at its own expense, any damage to the properties which may result from the Contractor's operations on the site. This includes, but is not limited to, ruts or other tire damage from vehicular access, broken branches, devegetation, etc. The Contract Supervisor shall determine whether the repairs have been made in a satisfactory manner.
6. Unless otherwise indicated, the Contractor shall be responsible, at its expense, to dispose of all clippings, branches and similar debris generated by the landscape maintenance work performed pursuant to these Specifications. Bidders must include disposal costs in their bid prices. The Contract Supervisor may from time to time allow certain exceptions, such as placement of fallen or cut branches away from the path, or the stockpiling of wood chips, etc. In addition, the City may on occasion allow debris to be taken to its Rumford Ave. facility. Use of that facility shall be at the sole discretion of and in accordance with all instructions provided by the Commissioner of Public Works or his designee. Trash and other foreign matter cleaned from the site prior to the performance of maintenance work shall be disposed of by the City provided that the Contractor places such trash in the containers at each site. If no containers are present, the Contractor shall remove and dispose of all trash.
7. Time is of the essence for this agreement. Without limitation of the Contractor's general obligations under this agreement, the Contractor agrees to adhere to the time schedules for performance of various elements of the services, if any, set forth in the Specifications. During the performance of its services, the Contractor shall perform its services promptly and as expeditiously as is consistent with professional skill and care. It shall be the obligation of the Contractor to request any information necessary to be provided by the City for the performance of the Contractor's services.

F. Payment

1. The Contractor will be paid in accordance with the prices submitted herein as follows. For Spring and Fall Cleanups and Annual Mowing, the Contractor may invoice upon completion of the work at each site covered by this contract. For Monthly Maintenance items the Contractor may invoice at the end of each calendar month during which work is performed for the work completed during that month.
2. All work must be reviewed and accepted by the Contractor Supervisor before an invoice will be considered due for payment.
3. The Contractor will be paid within thirty (30) days of receipt on invoice or acceptance of work whichever date is later.

**END OF SECTION**

## **ROUTINE MAINTENANCE – CONSERVATION AREAS**

### **INSTRUCTIONS FOR BIDDERS FOR MAINTENANCE WORK AT CITY OF NEWTON CONSERVATION AREAS:**

The Newton Conservation Commission owns several properties throughout the City and requires a landscape maintenance contractor who will perform routine maintenance during the growing season to ensure that the properties are cared for properly.

In addition to fulfilling all of the regular City requirements for contractors, the successful contractor must have a minimum of 5 – 7 years of experience caring for all types of landscapes, especially in the pruning and removal of shrubs and trees and s/he must own or otherwise supply the appropriate equipment.

All vegetation refuse and other refuse are not to remain on the work site and must be disposed in a legal manner. Arrangements may be made to stack logs or spread chips with permission.

The attached maps show sections of the Conservation Area(s) on which the maintenance work is to be performed. Contractors are advised to submit bids only if they have visited the relevant site(s) to estimate the costs of the required work.

All tree pruning work must be supervised by a Certified Arborist. Firms which submit bids for tree work shall furnish to the City the name and certificate for the arborist who will perform the supervision.

Contractors are responsible for repairing any damage to the properties which results from their operations at their own expense. This includes ruts from vehicles, broken branches, devegetation, etc. The Commission or its representative shall determine whether the repairs have been made in a satisfactory manner.

If contractors have any questions about the specifications, they may contact Anne Phelps at the Conservation Commission office in the Planning Department at City Hall at 617-796-1134.

The City reserves the right to delete sections of the bid, if necessary, in order to meet available funding or because conditions on the site have changed subsequent to preparation of the bid specifications.

## **SPECIFICATIONS FOR ROUTINE MAINTENANCE**

**SITE #1: BALDPATE MEADOW CONSERVATION AREA:** Access from both ends of Harwich Road, off Pond Brook Road, Chestnut Hill

Furnish labor, materials and equipment for one cleanup per year in May/June, as follows:

Rake and clean up areas around barriers in both locations; remove fallen branches, trash and debris and dispose off site.

Attachment: Site #1 ma

## **SPECIFICATIONS FOR ROUTINE MAINTENANCE**

**SITE #2: CRYSTAL LAKE path:** Behind 230 Lake Avenue

**SITE #2: FRANK BARNEY CONSERVATION AREA:** At Thurston Road, Circuit Avenue, Elliot Street, Newton Upper Falls/Newton Highlands

Furnish labor, materials and equipment for two cleanups per year, one in mid-April and one in mid-October, as follows:

1. Along the Thurston Road and Circuit Avenue frontages, rake, sweep and remove from premises the fallen twigs, leaves and branches from the sidewalk, the berm and from the bordering street gutter.
2. Mow or weed whack all vegetation growing on the berm.
3. Remove and dispose all trash offsite.
4. Along the Circuit Avenue frontage, prune back the overhanging trees and shrubs and weed-whack the grass and plants to prevent their collapsing onto the Avenue.
5. At the Circuit Avenue/Elliot Street corner, prune back low-hanging trees and shrubs and weed whack the grass and plants all around the base of the RR-tie steps.
6. Cut out/remove all vegetation growing in the pathway and neatly prune back any branches or other vegetation intruding into the path.
7. Clear shrubs and saplings from 5' area behind wall on Thurston Road to keep their roots from breaking up the wall.

Attachment: Site #2 map

## **SPECIFICATIONS FOR ROUTINE MAINTENANCE WORK**

**SITE #3: CHARLES RIVER PATHWAY (@ WILLIAMS ST.) CONSERVATION AREA AND PATHWAY EASEMENT.** Vehicular access is from Williams Street off Oak Street, Newton Upper Falls.

Furnish the following maintenance work:

Use a mower, sickle-bar, or weed-whacker to cut the grass and other vegetation which tends to close in on the existing 6-foot-wide treadway.

Mow the existing 6-foot-wide treadway and remove the cut vegetation from the City-owned land and from the easement premises as far as the railroad embankment. Prune off and remove tree branches which obstruct the signs at the east end of the path near Williams Street. Prune off and remove any branches which interfere with passage of persons along the path.

Pick up and remove all trash and debris and dispose offsite.

Attachment: Site #3 map



## **SPECIFICATIONS FOR ROUTINE MAINTENANCE WORK**

**SITE #4: DOLAN POND CONSERVATION AREA.** Access is from Auburndale Avenue, Stratford Road, Cumberland Road (North and South ends), and Webster Park, West Newton.

1. Furnish 7 mowings of grass and other vegetation along both sides of Webster Park Path to the boardwalk entrance. Also from Auburndale Avenue frontage to the boardwalk entrance at Stratford Road. Flush-cut to the ground the vegetation around the boulders at the Auburndale Avenue entrance.
2. South of the Banana Pond footbridge, mow the grass and other vegetation on the level area south of Banana Pond and the side path to the east. Mow the grass and cut/flail the vegetation in a 3-foot-wide strip along both sides of Webster Park Path as far south as the paving south of the vehicular gate.
3. Mow the vegetation which emerges in Cumberland Path west of Cumberland Road NORTH; cut/flail the bamboo stalks for a minimum width of 3 feet along both sides of Cumberland Path from the top-of-slope westerly to Cumberland Road.
4. Blow off twigs and debris from stabilized stone dust pathways to ensure that they are clean and easy to use for wheelchairs. Remove grass growing in pathways and tamp down surface.
5. Cut vegetation shall be removed and disposed offsite.
6. Remove and dispose of all trash and debris offsite.
7. **In /Second Year only (2009 – 2010) (Bid Form - Item #4B), gently rough up top 2” – 4” of the stabilized stone dust pathways, sprinkle with water and roll flat. Put up signs asking people to stay off them until the pathways have dried and hardened again.**

Attachment: Site #4 map

## SPECIFICATIONS FOR ROUTINE MAINTENANCE

**SITE #5: FLOWED MEADOW CONSERVATION AREA:** Vehicular access is off the Parks & Recreation Department Parking lot on West Pine Street, Auburndale (see map #1). Additional access is available off Riverview Avenue and Wabasso Street (see map #2).

Furnish labor, materials and equipment for one cleanup per year in May/June as follows:

1. Remove vegetation growing in the pathway for the land off West Pine Street and neatly prune back any branches intruding into the pathway.
2. Remove and dispose all trash and debris at both the West Pine Street and Wabasso Street pathways and surrounding land.
3. **In First Year only (2011 – 2012) (Bid Form - Item #5B), gently rough up top 2” – 4” of the stabilized stone dust pathways, sprinkle with water and roll flat. Put up signs asking people to stay off them until the pathways have dried and hardened again.**

Attachment: Site #5 maps, #1 (off West Pine Street) and #2 (off Wabasso Street)

## SPECIFICATIONS FOR ROUTINE MAINTENANCE

**SITE #6: GODDARD-CHRISTINA CONSERVATION AREA:** Work area is along Goddard and Christina Street frontage in Newton Highlands.

Furnish 7 mowings, weed-whackings, rakings, and sweepings along the Area street frontages in accordance with the following instructions:

1. Mow or weed-whack the berm between the curbing and sidewalks along the Area's two street frontages.
2. Mow or weed-whack 3 feet in from the back edges of the Goddard and Christina Street sidewalks to prevent vegetation hanging over and obstructing the sidewalks. Cut, weed whack or otherwise remove at grade all Norway maple and other saplings in the 5' strip next to the sidewalks on Goddard & Christina Streets. Along Christina Street, do not mow down the clump of Daylilies. Do dig out and remove Burdock plants from the 3-foot-wide strips.
3. Mow or weed-wack the corner area on the inside of the sidewalks. In the corner area, prune off and remove from premises any suckers, any branches which obstruct the signs for the Area, and remove from premises any branches which remain on the ground from storms.
4. Clear the street gutters, the berms, the sidewalks, and the 3-foot-wide strips inside the sidewalks of cut, dumped, and fallen vegetation and other materials so that pedestrians may use the sidewalks without encountering obstructions and so that vegetation will not build up in the street gutters and catch basins. **THIS VEGETATION AND OTHER REFUSE SHALL BE REMOVED FROM PREMISES AND SHALL NOT BE DUMPED ON THE CONSERVATION AREA.**

Attachment: Site #6 map

## SPECIFICATIONS FOR ROUTINE MAINTENANCE

### SITE #7 & 7B: HOUGHTON GARDEN SECTION OF WEBSTER CONSERVATION AREA:

Frontage on Suffolk Road, Chestnut Hill.

Furnish labor, materials and equipment for two cleanups per year, one in mid-April and one in mid-October, as follows:

1. Rake and mow the berm along all of the Garden's Suffolk Road frontage outside the fence. Sweep the sidewalk from #170 Suffolk Road westerly to the end of the sidewalk opposite Woodman Road, Chestnut Hill. (See map).
2. Along Lowell Lane, clip along edges, remove trash and debris and dispose offsite.
3. Clean out debris at the dam and the outflow pipe. Remove materials and debris from the site.

Furnish labor, materials and equipment for monthly maintenance, as follows:

4. Blow off twigs and debris from stabilized stone dust pathways to ensure that they are clean and easy to use for wheelchairs (*monthly – April through October*).

Furnish labor, materials and equipment for special maintenance, as follows:

5. In **Third Year only** (2010-2011), (*see Bid Form Item #7C*), gently rough up top 2 – 4" of the stabilized stone dust pathways, sprinkle with water and roll flat. Put up signs asking people to stay off them until the pathways have dried and hardened again.

Attachment: Site #7 map

## **SPECIFICATIONS FOR ROUTINE MAINTENANCE**

### **SITE #8: HUNNEWELL WOODS CONSERVATION AREA:**

**DELETED FROM BID FOR THIS PERIOD**

## **SPECIFICATIONS FOR ROUTINE MAINTENANCE**

**SITE #9: KENNARD CONSERVATION AREA.** Vehicular access to the small service vehicle parking lot and Kennard Path is at the pipe gate entrance on Dudley Road. The key for the pipe gate lock may be obtained at the Conservation Commission Office.

The required maintenance tasks are to weed, grub, and flush-cut to the ground and remove from premises all vegetation -

1. In the path from the orchard – 4' wide pathway to be maintained.
2. in the vehicular entrance and at the base of and overhanging the stone walls at the side of said entrance;
3. in the bollarded pedestrian entrance;
4. along the base of and in and on the old stone retaining wall to keep the stone wall revealed, front and rear sides;
5. on the flat service vehicle parking area;
6. on the sloped borders surrounding the parking area, EXCEPT THAT THERE SHALL BE NO DAMAGE TO OR REMOVAL OF THE BLUE-FLAGGED AZALEA SHRUBS PLANTED ON THE SLOPED BORDERS SURROUNDING THE PARKING AREA.

Attachment: Site #9 map

## **SPECIFICATIONS FOR ROUTINE MAINTENANCE**

### **SITE #10: KERRY COURT**

Access at corner of Kerry Court and Pine Street, Auburndale

Provide labor, equipment and materials for one annual cleanup, in May/June, as follows:

1. Remove all weedy grass and other vegetation growing in the planting bed and neatly prune back any excess growth on the shrubs.
2. Remove all trash and dispose.
3. Refresh pine bark mulch to a total depth of 3" – 4" each spring after weeding.

Attachment: Site #10 map

## **SPECIFICATIONS FOR ROUTINE MAINTENANCE**

**SITE #11: MARTIN CONSERVATION AREA:** Access along Circuit Avenue, Newton Highlands

Furnish labor, equipment and materials for two cleanups per year, one in mid-April and one in mid-October, as follows:

1. Weed whack the grass and plants and prune the trees along the Circuit Avenue frontage.
2. Remove all trash and debris from the site and dispose off site.

Attachment: Site #11 map

## SPECIFICATIONS FOR ROUTINE MAINTENANCE

**SITE #12 & 13: NORUMBEGA PARK CONSERVATION AREA & FIELDS.** Vehicular access at the Commonwealth Avenue gate and at the Woodbine Street gate, Auburndale.

Furnish 7 rakings, mowings, prunings, weedings and sweeping operations and remove from the Park premises all refuse resulting from this work.

1. At the Woodbine Street Entrance:

- a) Rake and mow the small parking area and mow any vegetation in the Woodbine Path as far as the northeast side of the parking area to give the entrance a neat appearance.
- b) Prune back any long canes which appear on the Multiflora Rose bush along the west side of the parking area and any branches hanging over the pathways. Remove Bittersweet vines from the Multiflora Rose.

2. On the Commonwealth Avenue Frontage

- a) Rake leaves and mow the berm between the curbing and the sidewalk and trim down the grass at the base of the fence.
- b) Rake leaves and weed whack in the asphalt area.
- c) Weed (do not mow) and cultivate the planting bed of Hemerocallis (Daylilies) along the Commonwealth Avenue fence.
- d) Along the west fence, trim back the weedy vegetation and the Rosa Rugosa bushes.
- e) Prune down any Elm and Black Cherry saplings sprouting among the Vinca (Myrtle) groundcover. **DO NOT MOW DOWN THE VINCA GROUNDCOVER.**

Remove all fallen branches off the asphalt and other surfaces and remove broken/hanging branches out of the trees and sweep the asphalt surfaces.

3. In the Sunken Garden Area

- a) Rake leaves and mow the grass and other vegetation. **DO NOT MOW IN THE PLANTING BEDS AT THE BASE OF THE STONE RETAINING WALL.**
- b) Weed (do not mow) and cultivate the planting beds at the base of the stone retaining wall.
- c) Weed and sweep the asphalt surface.
- d) Remove any fallen trees, hanger branches, or broken crowns from the trees in and around the sunken garden.

4. On the Plateau Area:

- a) Remove any fallen branches from the Plateau area.
- b) Remove the branch pile near the corner of the Animal Hospital fence – this pile consists of clippings left by volunteers.
- c) Rake leaves and mow grass and other vegetation, but do not mow down the Bethlehem Star bulb leaves growing in a patch near the Yew shrub and the Ash tree.
- d) Prune down any sprouts which emerge from the roots of the Multiflora Rose bush.



- e) Prune back all the grape vines and Buckthorn seedlings around the small Schlippenbachii azalea. Trim all shrubs to proper shapes as needed.
  - f) At the top of the RR-tie steps, keep the Elm saplings and suckers and Burdock plants flush-cut to the ground among the Mock Orange shrubs (blue flagged). Keep the Mock Orange shrubs properly shaped.
  - g) Around the Yew shrub, flush-cut to the ground all the other shrubs, weeds and grass and the suckers at the base of the nearby Ash tree.
- 5. Remove any fallen branches and leaves from the existing path between the Plateau area and Woodbine Path.
  - 6. On the Saddle Area: Favor the White Pine, Hemlock, and Cedar trees by mowing down grass and other vegetation and by removal from premises all dead and broken Birches, all Sumac, Locusts, Bittersweet, Multiflora Roses. Remove any branches which may be piled at the right side of the northern end of the West Path.
  - 7. On the North Knoll: Rake/sweep leaves and mow down weeds, grass and suckers which emerge from the cracked asphalt surfaces.
  - 8. On the Lower and Upper Fields: Mow in the chipped path where emerging vegetation makes it necessary, and mow 3-foot-wide edges along both sides of the path to keep vegetation from closing in on the path. In the “bay” on the west side of the Lower Field, use a mower, sickle-bar, or weed-whacker to cut down the Bittersweet, grass, and other vegetation in order to keep open the viewing corridor from The Field to the Charles River.

Overall: Remove and dispose all trash off site.

**SITE #13: NORUMBEGA FIELDS:**

- 9. In the Lower and Upper Fields: Mow ½ (the lower field—rear entrance end) of the main field on or about July 4<sup>th</sup> and the other ½ (the upper field—Woodbine end) of the field after October 15<sup>th</sup> of each year. Mowing shall continue from inside-out for benefit of wildlife. At time of fall mowing, use a mower, sickle-bar, or weed whacker to trim shrubby growth to ground in the wooded area along the path so as to maintain visibility between the path and the main field, unless area was mowed on or before July 4<sup>th</sup>.
- 10. At viewing corridor, cut down shrubs to maintain view of river once a year after October 15<sup>th</sup>.

Attachments: Sites #12 and #13 - 3 maps

Map # 1 – overall site map

Map # 2 – Commonwealth Ave entry and sunken garden

Map # 3 – field cutting procedure

## **SPECIFICATIONS FOR ROUTINE MAINTENANCE**

**SITE #14: OAKDALE WOODS CONSERVATION AREA:** Access is from Oakdale Road off Walnut Hill Road off Boylston Street (Route 9), Newton Centre

Furnish labor, materials and equipment for one cleanup in May/June as follows:

1. Rake up and clean the City's section of Oakdale Road. Remove and dispose all refuse.

Attachment: Site #14 map

## **SPECIFICATIONS FOR ROUTINE MAINTENANCE**

**SITE #15: SAW MILL BROOK CONSERVATION AREA:** Two separate areas are accessed as follows.

VINE STREET ACCESS: Parking area and access pathway off Vine Street, Chestnut Hill (see map #1).

MARLA CIRCLE ACCESS: Pathway access and parking in Marla Circle, Newton Centre (see map #2).

Furnish labor, materials and equipment for two cleanups per year, one in mid-April and one in mid-October, as follows:

1. Rake and mow the berm and remove any trash and debris from both sides of the Marla Circle entrance path.
2. Along the Wayne Road frontage, remove overhanging and broken branches, rake and mow the berm and sweep the sidewalk from Vine St. to western end to opposite #55 Wayne Road. Clear 5' behind Wayne Road fence.
3. Along the Vine Street frontage, rake and mow the berm and around the parking area, cut back shrubs encroaching on parking area, remove and dispose all trash and debris off site.
4. The Conservation Commission has acquired portions of the former Boston Edison property and added it to the Saw Mill Brook C.A. In addition to the trash pickup described above, add trash pickup along the entire Vine Street (wooded areas on both sides) and LaGrange Street frontage (wooded area; stop at condos in Boston).

Attachment: Site #15 -- 2 maps

Map #1 – Marla Circle entry

Map #2 – Vine Street entry

## **SPECIFICATIONS FOR ROUTINE MAINTENANCE**

### **SITE #16: VARICK HILL CONSERVATION AREA:**

Furnish labor, materials and equipment for one cleanup per year in May/June as follows:

1. Mow the Cochituate Aqueduct alongside the Conservation Area from Varick Road, Waban, to the sewer pump house.
2. Remove all trash and debris and dispose off site.

Attachment: Site #16 map

## **SPECIFICATIONS FOR ROUTINE MAINTENANCE**

**SITE #17: WEBSTER CONSERVATION AREA - EAST.** Access is off Suffolk Road, Chestnut Hill, past metal gate at the entrance to Lowell Lane. Proceed as far south as the cart path leading westerly from Lowell Lane to the Deer Park gate and to the entrance (with bollards) to the Deer Park Path.

Furnish labor, materials and equipment for the following maintenance work in accordance with the following instructions and schedule:

1. On the cited cart path mow down and remove from premises all vegetation in the existing 6-foot-wide pedestrian treadway and all the vegetation for a width of 5 feet on both sides of the cart path/treadway. Before mowing or weed-whacking the 5-foot-wide strips, remove from premises any vegetation or other refuse which may have been dumped in the said strips.
2. Flush-cut and remove from premises all the vegetation in a 30-foot by 30-foot square area in front of the Deer Park gate and remove any low-hanging branches from trees and near the gate so that a service truck or van may easily drive past the trees.
3. Remove from premises all vines and other vegetation from the Deer Park gate so that the gate opens and closes easily.
4. Flush-cut and remove from premises all vegetation and overhead low-hanging branches on or over a 6-foot-wide path from the cart path to the entrance (with bollards) of the Deer Park Path.

Attachment: Sites #17 and #18 map (both shown on one map)

## **SPECIFICATIONS FOR ROUTINE MAINTENANCE**

### **SITE #18: WEBSTER CONSERVATION AREA – EAST – DEER PARK:**

Furnish labor and materials to cover and uncover barn windows as follows:

1. Mid-April – unscrew and remove plywood panels. Store in barn.
2. Mid-October – replace plywood panels for the winter.

Timing and access to be coordinated with the Volunteer Caretaker.

Attachment: Sites #17 and #18 map (both shown on one map)

## **SPECIFICATIONS FOR ROUTINE MAINTENANCE**

**SITE #19: WILSON CONSERVATION AREA AND CITY OF NEWTON COCHITUATE AQUEDUCT PATH:** Truck access is from Greenlawn Avenue, Newton Centre and down aqueduct.

Furnish labor, equipment and materials for one cleanup per year in May/June as follows:

1. Remove trash, debris and fallen branches from the site.

Attachment: Site #19 map

**ITEM #20 & 20B: TREE WORK - MISCELLANEOUS CONSERVATION AREAS:**

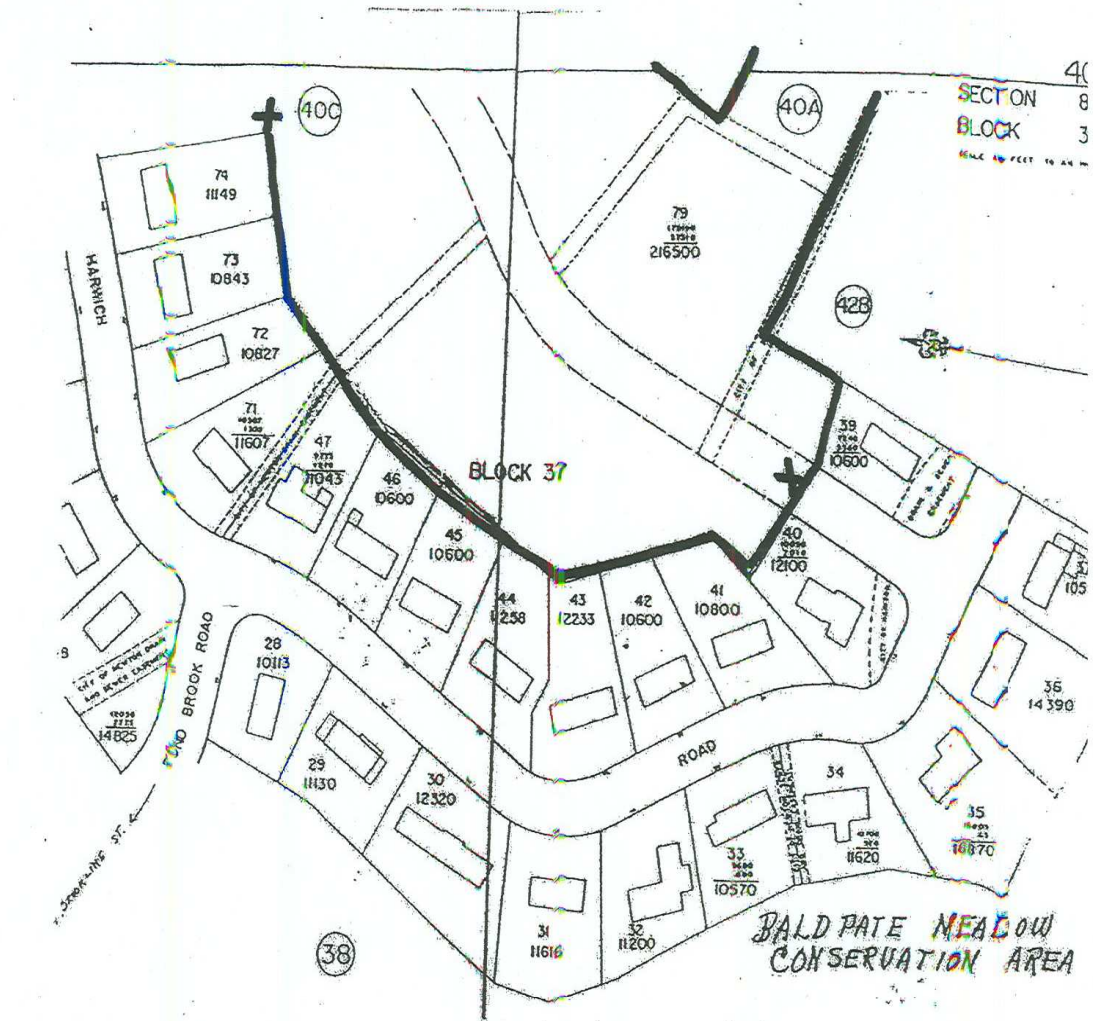
On an on-call basis, provide tree work as necessary in emergency and non-emergency situations for downed and/or dangerous trees. Work may involve clearing downed trees off pathways in Conservation Areas or across fences into private yards following storms or other unforeseen occurrences. Work could also involve similar maintenance tasks as needed on a non-emergency basis. All work would involve cutting and chipping with chips being applied to pathways as appropriate or, in areas where chippers cannot enter, cutting branches into logs and neatly stacking them.

For bidding purposes: Estimate hourly rate for approximately 60 hours for the year, with 30 hours for Emergency work and 30 hours for Non-emergency work. Emergency work must be done within 48 hours of notification; non-emergency work may be done at convenience of contractor, but within reasonable period (30 days from notification unless arranged otherwise).

**END OF SECTION**



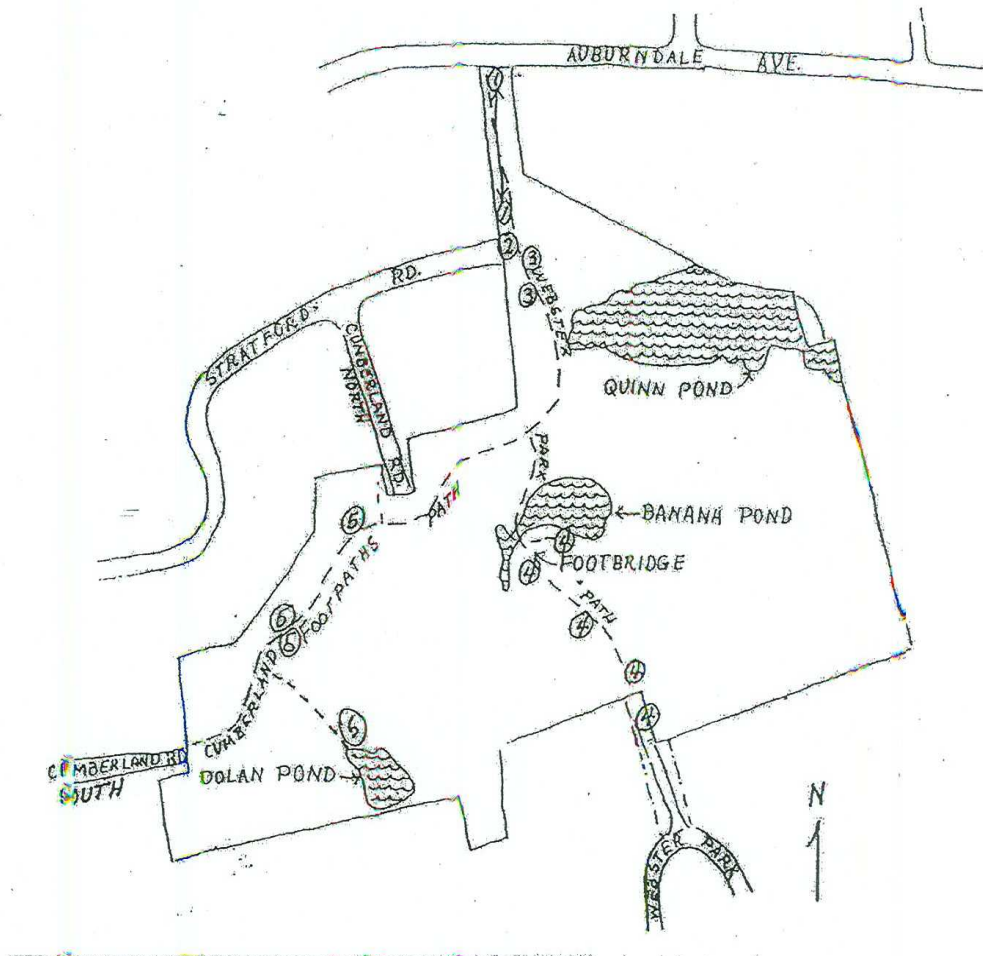
## **SITE MAPS #1-19**











Site #4

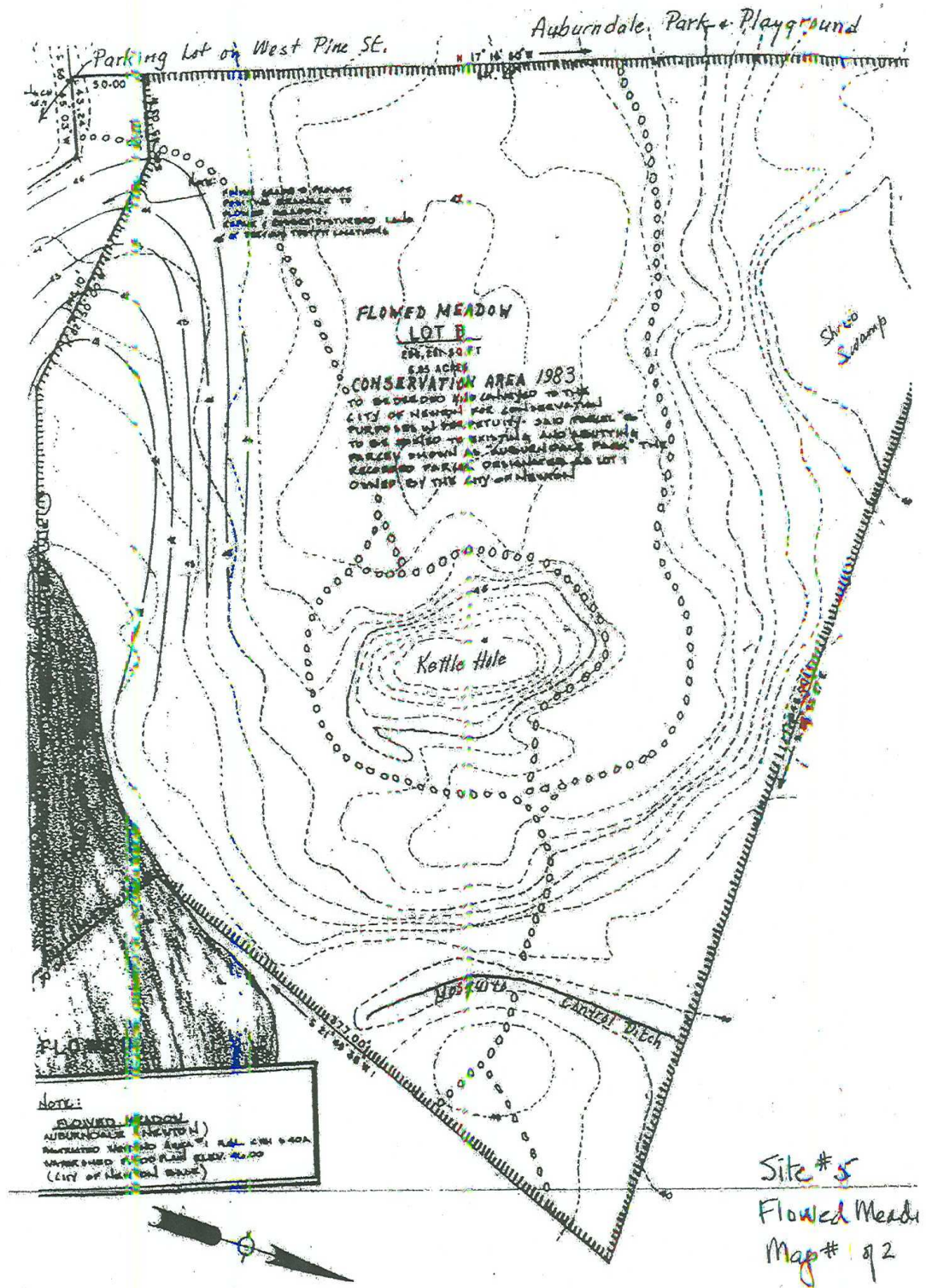
DOLAN POND CONSERVATION AREA

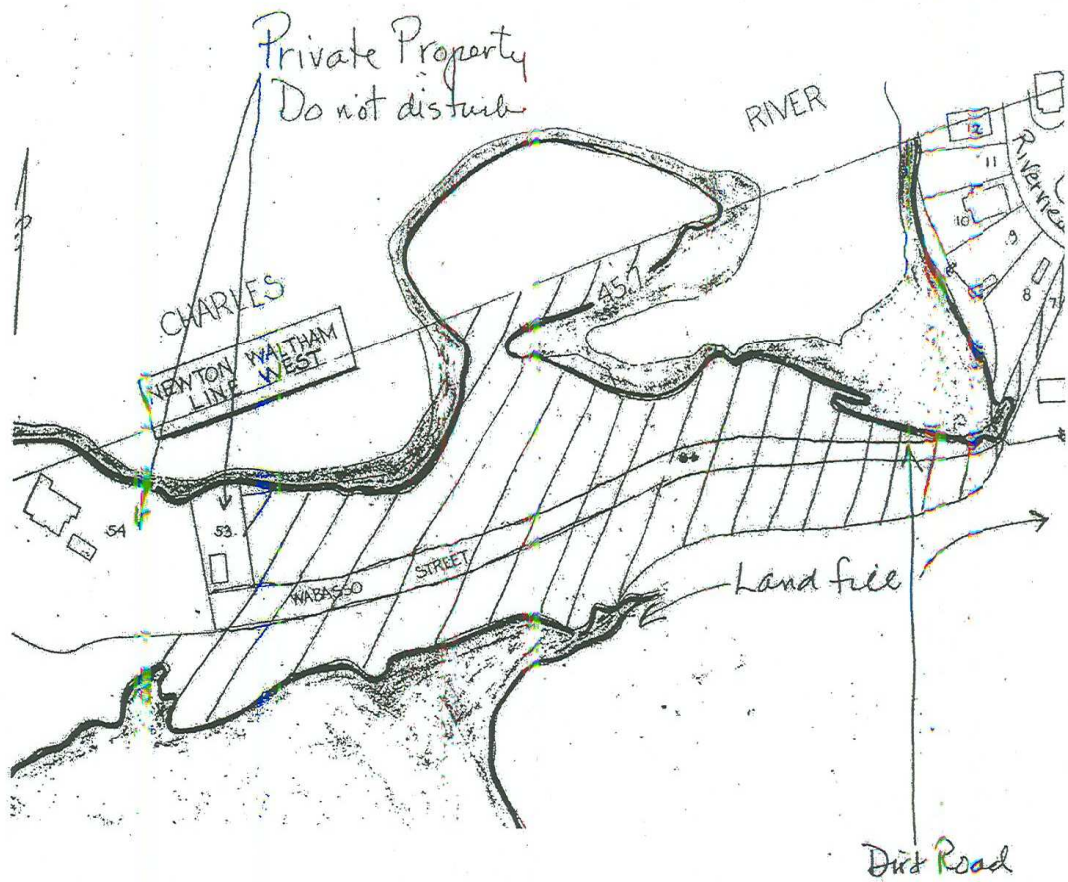
CITY OF NEWTON


1979

UNDER MANAGEMENT AND  
CONTROL OF  
CONSERVATION COMMISSION

Site #4





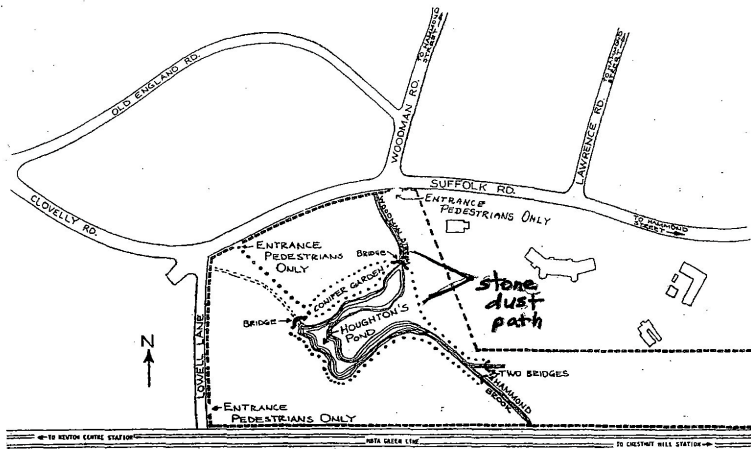
 = Pick up trash  
 & debris and  
 dispose

Site #5  
 Flowed Meadow -  
 Wabasso St. Portion  
 Map # 2 of 2









Site #7 & 7B

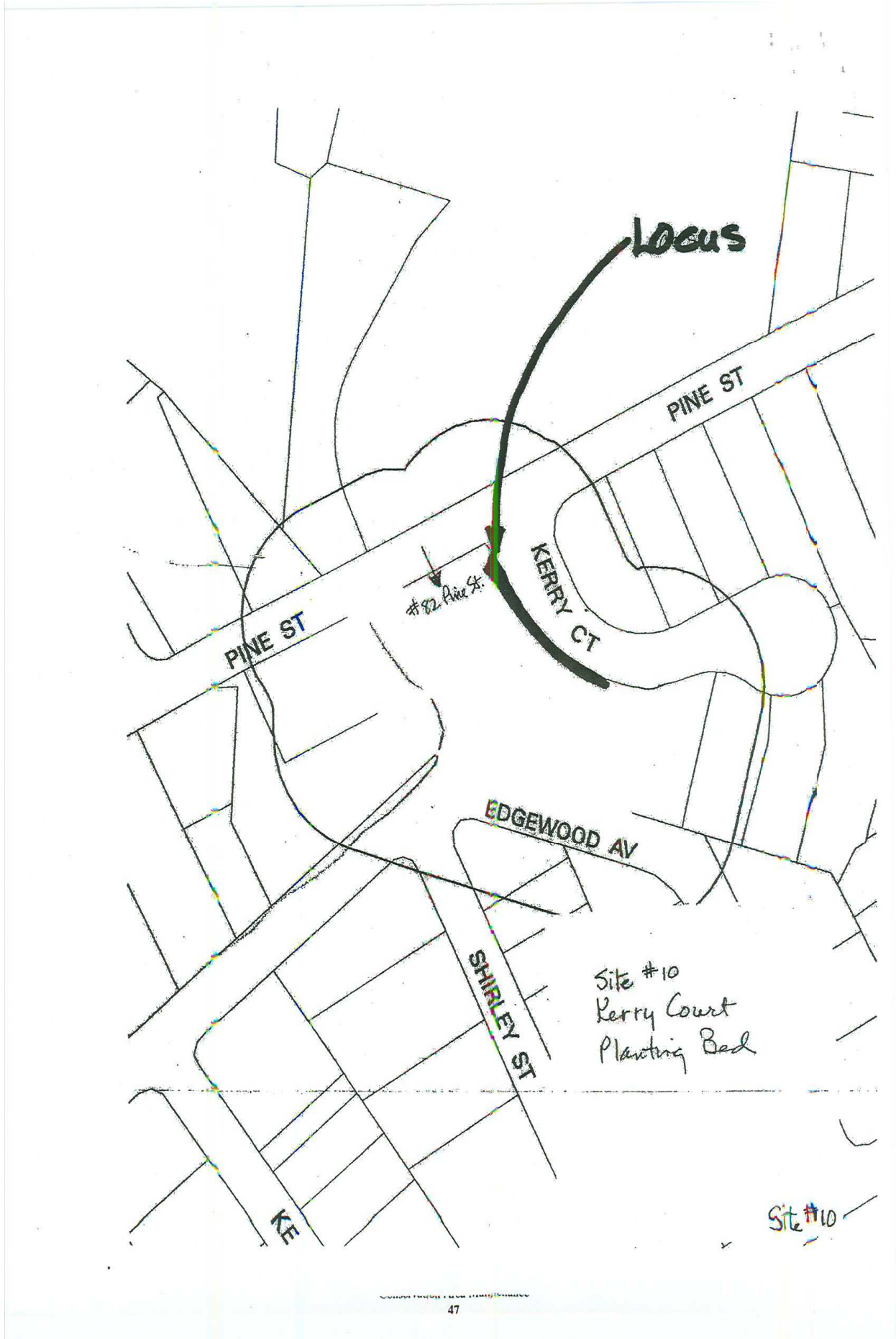
# HOUGHTON GARDEN

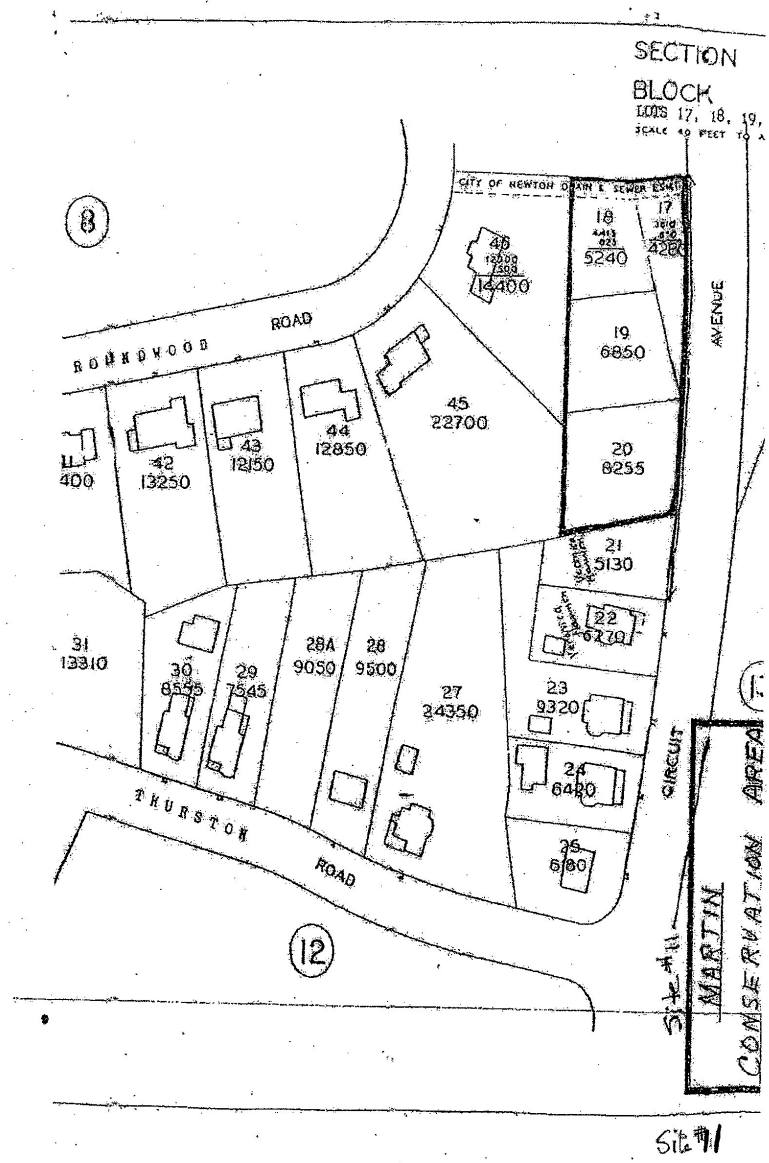
A SECTION OF THE WEBSTER CONSERVATION AREA, CHESTNUT HILL

.....YELLOW TRAIL

SITE #8 – HUNNEWELL WOODS DELETED





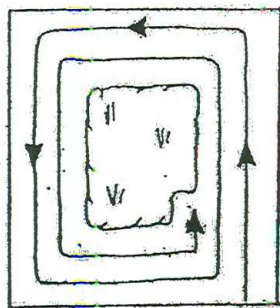




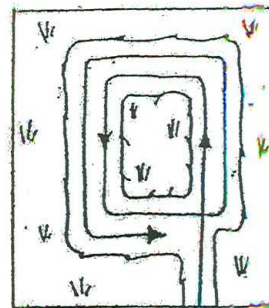




Cutting Method to Avoid



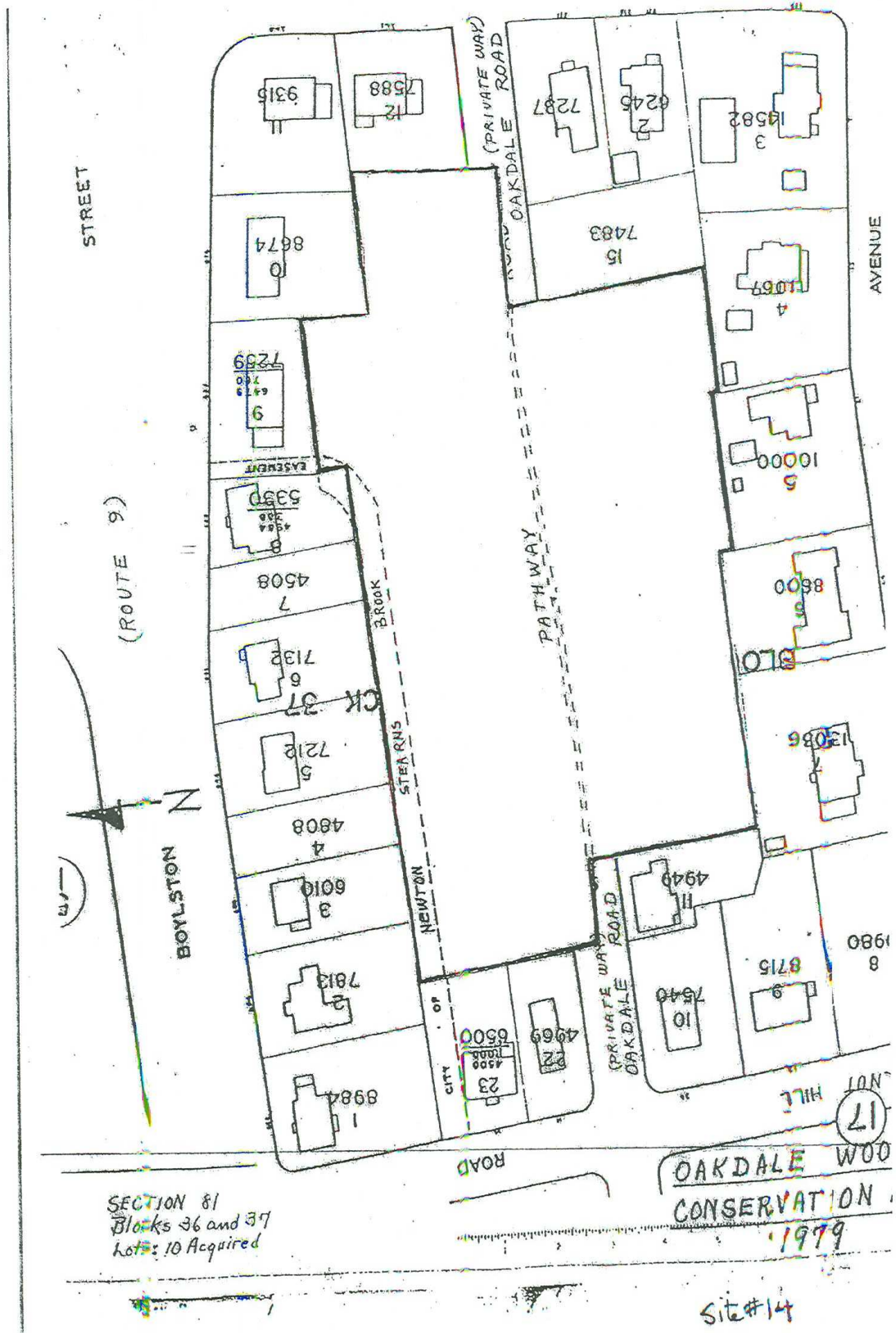
Preferred Cutting Method

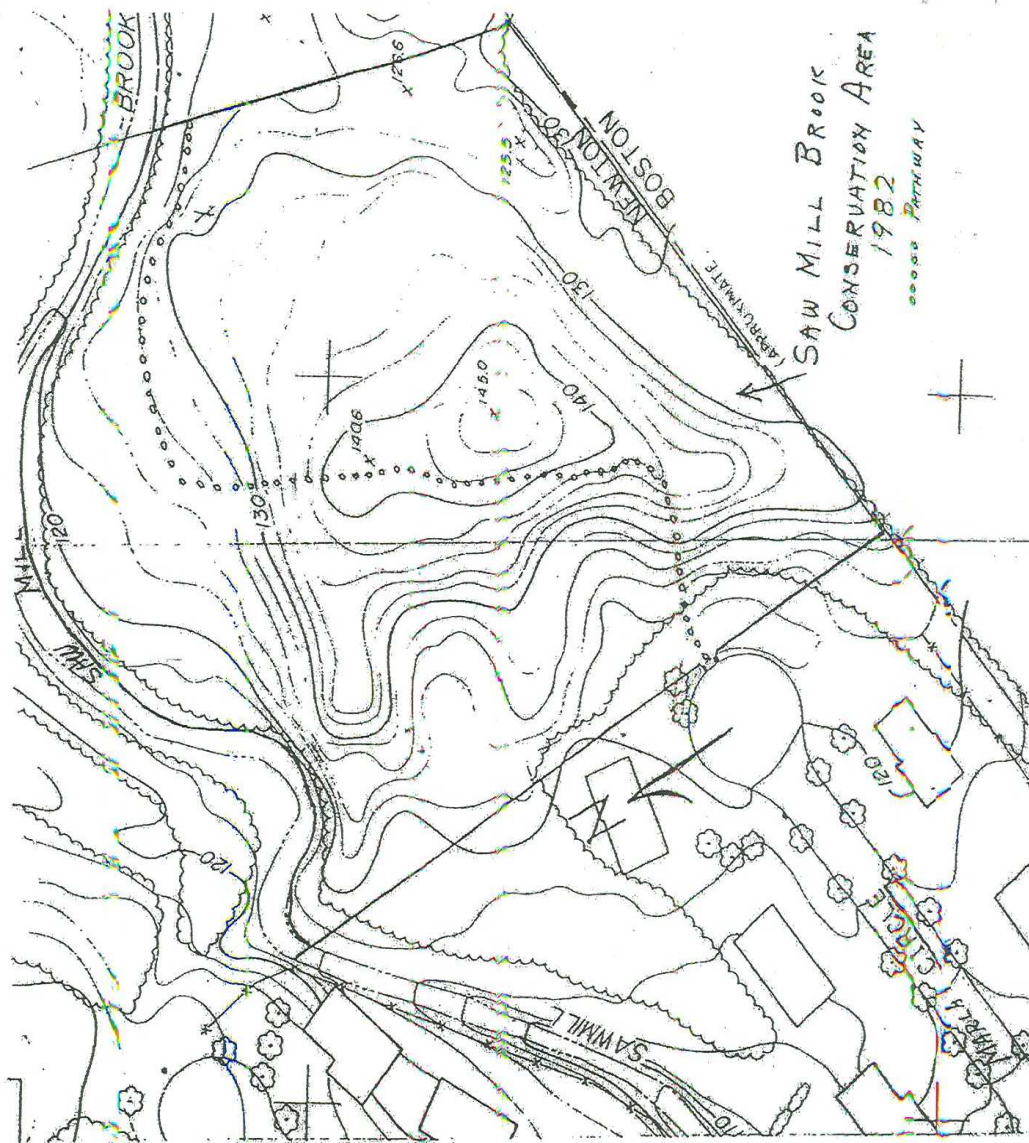


Avoid conventional cutting method on the left which herds wildlife to the center of the field. Cutting fields using the method on the right allows wildlife to escape to the field edge. (Drawing adapted from RSPB Conservation Management Advice)

Item #9  
Site #13-Norumbega Field  
Map # 3 of 3



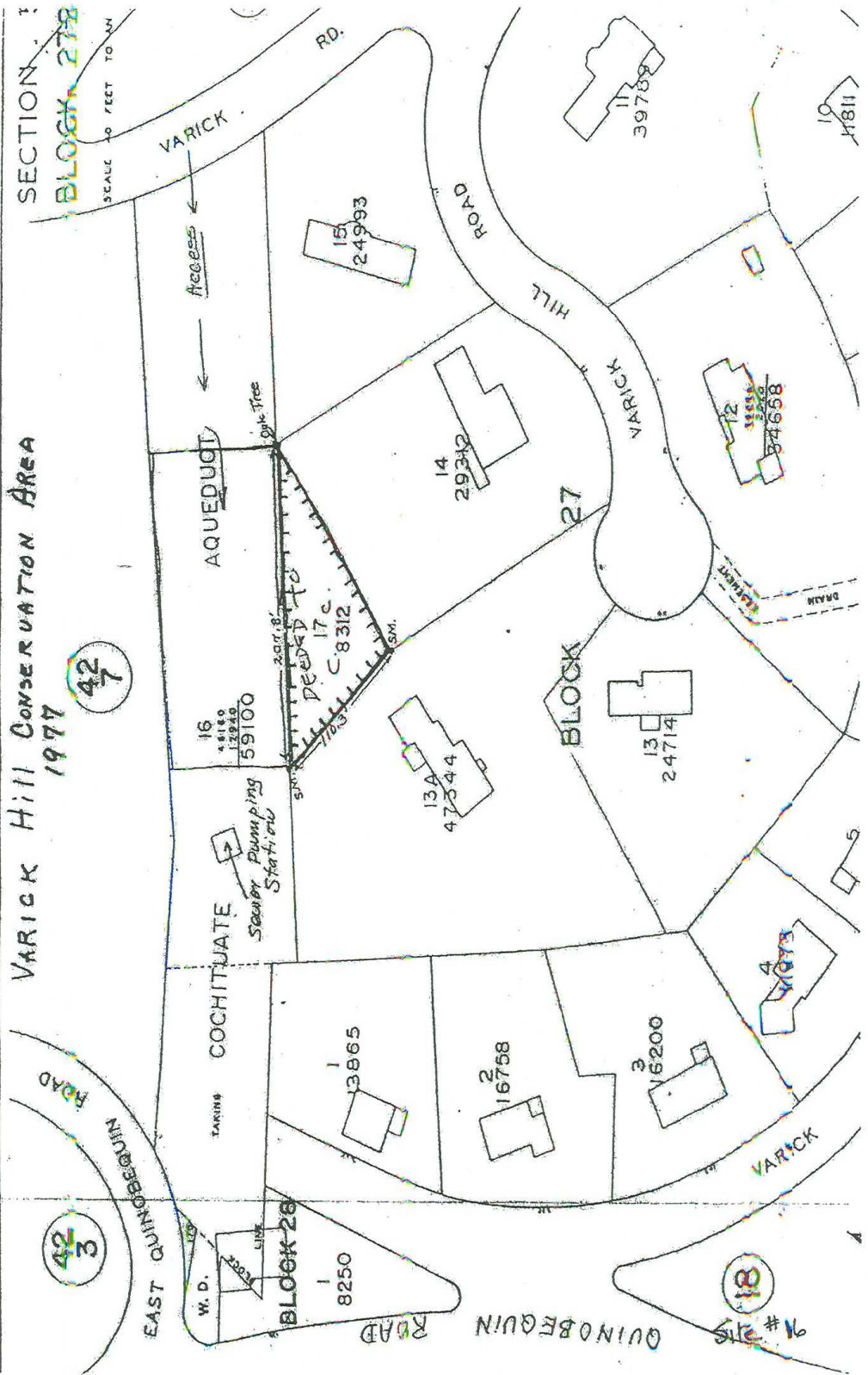




Site #15  
Map #102







**CHESTNUT HILL**

Site #17 #18

